



Town Administrator's Office

343 Highland Road, Tiverton, Rhode Island 02878 (401) 625-6710

Memorandum

Date: May 22, 2019

To: Town Council

From: Nancy L. Mello
Town Clerk

RE: Proposed employment contract and fiscal statement– Deputy Town Clerk

A salary 24.50 per hour is recommended based on a 35-hour work week.

The fiscal impact of the proposed contract is as follows:

- Salary: \$44,590
- FICA: \$ 3,411
- Unit 1532 Employer contribution to MERS: \$ 994
- TIAA Employer 1% Contribution: \$445
- Family Health Insurance Premium: \$15,288
- HSA Deductible: \$3,000
- Life Insurance for 50,000: \$269
- Dental Insurance: \$763
- TOTAL: \$68,760



Town of Tiverton, Rhode Island

Employment Contract

This AGREEMENT is made entered into this 31st day of May, 2019 by and between the Town of Tiverton, Rhode Island; a municipal corporation hereinafter referred to as the "Employer" and Jeannie Veegh, hereinafter referred to as the "Employee". As used herein, the term Employer shall refer to either the Town of Tiverton as a corporate entity, or as the immediate supervisor of the Employee, as the context may dictate.

WHEREAS: the Town Clerk, with the approval of the Tiverton Town Council acting in the best interest of the Employer, has agreed to enter into this employment contract with the Employee as a salaried position, it is now agreed as follows:

1. TERM

The term of this employment contract shall be three (3) years, commencing on May 31, 2019 and ending on June 1, 2022, subject to Section 16 below.

2. DUTIES

Consistent with the Tiverton Town Charter, Town Ordinances, and state and federal law, and subject to the general supervision and pursuant to the order, advice and direction of the Town Clerk, the Employee shall faithfully, diligently, and to the best of his/her ability, perform those duties which are customarily performed in the position of Deputy Town Clerk. A position description is attached hereto (Attachment A).

The Employee is expected to devote his/her entire business time, energy, and skill to the duties and responsibilities of the position, and shall not be employed by any other person, corporation, or organization, or occupied with any self-employment during town business hours of the Employee.

Any outside employment shall require the prior written approval of the Town Administrator. (See Attachment B.)

3. POLICIES AND PROCEDURES

The Employee is subject to all policies and procedures duly adopted by the Town and reflected in the Town's personnel handbook, as may be amended from time to time.

4. SALARY, HOURS AND VEHICLE USE

The Employee shall receive an hourly rate of \$ 24.50 in year one of this contract, with the potential for merit-based salary adjustment in years two and three, upon recommendation by the Town Clerk based on a written, annual performance evaluation, and subject to Town Council

approval and appropriation. It is herein agreed and understood that in the event of termination of employment for any reason or by either party, the employee shall be paid his/her hourly rate of pay for all hours worked through the date of termination.

The average hours per week are expected to be thirty five (35), but the actual hours worked may be more or less. Attendance at evening meetings will be required as directed by the Town Clerk. The Employee shall work one split shift per month (hours to be determined by the Town Clerk) to attend a Town Council meeting in the evening. All other night meetings attended by the Employee shall be paid at the Employee's regular hourly rate; provided, however, the Employee shall receive overtime (i.e., time and one half the Employee's regular rate) for all hours actually worked in excess of forty (40) in any week. Upon request and approval by the Employer, at its sole discretion, the Employee may accrue compensatory time in lieu of overtime.

For the following positions, it is specifically understood and agreed that the Employee is on call seven days per week, twenty-four hours per day, in partial consideration for which the Employee, at the discretion of the Town Administrator, may be provided with a Town vehicle and/or cell phone.

Town Administrator
Police Chief
Fire Chief
Director of Public Works
Building and Zoning Official

If the Employee is required to use his/her personal vehicle for official Town business, the Employee shall be reimbursed at the then current I.R.S. mileage rate for business use.

5. MOVING AND RELOCATION

N/A

6. RETIREMENT

The Employee shall be eligible to participate in the Rhode Island State Employees Retirement System, as may be amended from time to time.

7. VACATION

The Employee shall be entitled to vacation leave per year as defined below:

Years of Service	Vacation Days Earned
First Year of Service	5 Days
After 1 Year of Service	10 Days Per Year
After 3 Years of Service	15 Days Per Year
After 10+ Years of Service	20 Days Per Year

Vacation time shall be awarded on the anniversary date of original hire. It is agreed that during the term of employment, the Employee may not carry forward more than 5 days of vacation time per year. Additional time may be carried over with the prior written approval of the Town Clerk. Upon termination of this contract, any unused vacation leave (including any and all carried over vacation time) shall be paid to the Employee. Should this contract be renewed, any unused vacation leave, up to a total of ten (10) days, shall carry over to the new contract.

8. SICK LEAVE/PERSONAL LEAVE

The Employee shall be entitled to twelve (12) sick days per year accumulating at 1 day per month. The Employer may require a physician's certificate after three (3) consecutive days of absence from employment due to illness. Sick leave may be accumulated during the term of employment and shall be carried over to any subsequent Employment Contract with the maximum number of days accumulated limited to 75 days. There shall be no cash value to any accumulated sick leave upon termination/separation.

The Employee shall be entitled to three (3) personal days per year, none of which may accumulate beyond the anniversary date each year.

9. BEREAVEMENT LEAVE

The employee may be absent for five (5) work days (with full pay) in the case of death of a spouse or child. The employee may be absent for three (3) work days (with full pay) in the case of death of a mother, father, brother, or sister, and two (2) days for father-in-law or mother-in-law, grandparent, aunt or uncle. Additional days may be granted at the discretion of the Employer for any Bereavement Leave.

10. HOLIDAYS

The Employee shall be entitled to time off for the following Holidays:

New Year's Day	Martin Luther King Day
President's Day	Good Friday (Half Day)
Memorial Day	Independence Day
Victory Day	Labor Day
Columbus Day	Veteran's Day
Thanksgiving Day	Christmas Eve (Half Day)
Christmas Day and	Friday after Christmas

In the event that the State of Rhode Island eliminates Victory Day as a legally paid Holiday, the Employees Birthday or any other day agreed upon, shall replace Victory Day as a paid day off.

11. LIABILITY INSURANCE

The Employee shall be covered by the Town of Tiverton's Public Liability Insurance Policy and shall be indemnified and held harmless for losses and expenses incurred or sustained by the Employee in consequence of the proper discharge of the office and while acting in the capacity of his employment.

12. LIFE INSURANCE

The employee shall be entitled to term life insurance coverage in the amount of \$ 50,000.00 for the term of employment.

13. HEALTH INSURANCE

The Employee shall be entitled to Health and Dental Insurance that mirrors the AFSCME collective bargaining agreement currently in place as may be amended from time to time.

In lieu of this benefit, the Employee may choose to be compensated at the rate of Three Thousand Dollars (\$3,000) per year. Such compensation shall be disbursed in equal fortnightly amounts upon the Employee's attestation, on a form prepared by the Town, that (i) the

Employee is not also receiving health insurance through the state/federal exchange; and (ii) the compensation is not designated or earmarked for the Employee to purchase health insurance.

14. CONTINUING EDUCATION/PROFESSIONAL DEVELOPMENT

The Employee shall be reimbursed up to a maximum of \$500 dollars per year for costs associated with continuing education as related to the position, with prior approval in writing of the Town Clerk and subject to available funding for Municipal Deputy Clerk certification. Reimbursement shall be charged against a line item in the department budget that is funded specifically for education, as long as the Employee successfully completes the course.

15. Expense Reimbursement

The Town recognizes that certain limited and reasonable expenses of a non-personal, community or job-affiliated nature may be incurred by the Employee from time-to-time, and the Town agrees to reimburse such expenses with prior written approval of the Town Clerk and upon receipt of duly executed expense reports, with appropriate receipts, statements or affidavits, subject to budgetary constraints.

16. TERMINATION

Notwithstanding any provision in this employment contract to the contrary, the Employee's employment and this employment contract shall be terminated upon the occurrence of any of the following events:

- a. The Employee voluntarily resigns his/her employment with or without cause.
- b. The Town Clerk terminates and/or revokes the appointment of the Employee with or without cause pursuant to Section 45-7-4 of the Rhode Island General Laws.
- c. Retirement of the Employee; In the event of retirement of the Employee, the employee shall notify the Employer at least forty-five (45) days prior to the date of the retirement or within such other time period as may be mutually agreeable to the parties.
- d. Disability. Recognizing that such an eventuality would pose a substantial and undue burden on the Employer, this Contract shall terminate, and all obligations thereunder cease, if the Employee is disabled from performing the usual and normal functions of his/her job for a period of more than six (6) months in any twelve (12) month period.
- e. Death of the Employee.

17. TOWN PROPERTY

Upon termination of this employment contract, the Employee shall return to the Town all documents, files, books, records, computers, software materials, discs, keys, equipment, passes, identification materials, and all other property of the Town. Any passwords the Employee used to log into any software or accounts on behalf of the Town must be provided, in writing, to the Town Clerk.

18. CONFIDENTIAL TOWN INFORMATION

The Employee agrees to hold all confidential and proprietary information in strict confidence, except as may otherwise be required by law. The Employee also agrees to abide by any and all Town policies regarding confidential and proprietary information.

19. STATUS REPORT

Prior to the issuance of the Employees final paycheck, and at any time upon request of the Employer, the Employee shall submit a written report to the Employer, which details the status of his/her office. This shall include, but not be limited to, an assessment of operations, status of any projects or outstanding issues, computer passwords and details of unresolved issues.

20. NOTICES

All notices and other communications required or desired to be given hereunder will be deemed given if in writing and sent by registered or certified mail to the following addresses:

(1) TOWN: Town Administrator
Town of Tiverton
343 Highland Road
Tiverton, RI 02878

(2) EMPLOYEE:

Alternatively, notices pursuant to this Agreement may be personally served in the same manner as it is applicable to Rhode Island civil practice. Notice shall be deemed given as of the date of personal service or as of two (2) days after the date of deposit of such written notice in the course of transmission in the United States Postal Service.

21. WAIVER

No delay or omission by the Town in exercising any right under this Employment Contract shall operate as a waiver of that right or any other right. A waiver or consent given by the Town on any one occasion is only effective in that one instance and shall not be construed as a bar to or waiver of any right on any other occasion.

22. CHOICE OF LAW

This Employment Contract shall be governed by the laws of the State of Rhode Island, without regard to its conflict of laws principles, and any action arising out of or related to this Employment Contract shall be brought in a state or federal court located in Rhode Island. The Employee hereby agrees that the Employee is subject to the personal jurisdiction of such courts for the purposes of any such dispute, and the Employee waives any jurisdictional or venue-based objections that the Employee might have to any such dispute being heard in such a court.

23. EFFECTIVENESS AND EXECUTION

This Employment Contract will not be deemed to be executed until approved by the Tiverton Town Council by resolution or other duly taken action, and such action is attested by the Clerk of the Council.

24. ENTIRE AGREEMENT AND MODIFICATION

This Employment Contract contains the entire understanding and agreement between the Town and the Employee with regard to all matters referenced herein and may not be modified except in writing signed by the Employee and an authorized representative of the Town. This Agreement supersedes in the entirety any and all previous agreements, whether written or oral, between the Town and the Employee.

IN WITNESS WHEREOF, the parties hereto have executed this Contract of Employment to be effective as of the date first above stated.

This agreement is executed this ___th day of _____ 2019.

Town of Tiverton:

Employee:

Nancy L. Mello, Town Clerk

ATTESTED, that this Contract of Employment was approved by the Town Council of the Town of Tiverton, Rhode Island, by action duly taken on the ___ day of _____, 2019.

CLERK OF THE TOWN COUNCIL:

Signed: _____

Printed Name: _____

Date: _____